

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Juice Plus+ Company, LLC		11/20/2018	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	Eleven Madison Avenue, 9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	bank organized and existing under the laws of Switzerland: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4696134	BRIDGE THE GAP	
<b>Registration Number:</b>	4977926	INSPIRING HEALTHY LIVING AROUND THE WORL	
<b>Registration Number:</b>	1854442	JUICE PLUS +	
<b>Registration Number:</b>	2176291	JUICE PLUS+	
<b>Registration Number:</b>	5268808	JUICE PLUS+	
<b>Registration Number:</b>	5268807	JUICE PLUS+	
<b>Registration Number:</b>	2158471	JUICE PLUS+	
<b>Registration Number:</b>	2474348	JUICE PLUS+ COMPLETE	
<b>Registration Number:</b>	2758840	JUICE PLUS+ GARDEN BLEND	
<b>Registration Number:</b>	2761699	JUICE PLUS+ ORCHARD BLEND	
<b>Registration Number:</b>	2154665	JUICE PLUS+ THINS	
<b>Registration Number:</b>	4596458	JUICE PLUS+ VIRTUAL OFFICE	
<b>Registration Number:</b>	4529852	LIVE LIFE TO THE PLUS+	
<b>Registration Number:</b>	3365129	THE NEXT BEST THING TO FRUITS AND VEGETA	
<b>Registration Number:</b>	3298660	VINEYARD BLEND	
<b>Registration Number:</b>	2402849	VIRTUAL FRANCHISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		

OP \$415.00 4696134

TRADEMARK

**Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.**

**Email:** rhonda.deleon@lw.com  
**Correspondent Name:** Latham & Watkins LLP  
**Address Line 1:** 355 South Grand Avenue  
**Address Line 4:** Los Angeles, CALIFORNIA 90071-1560

<b>ATTORNEY DOCKET NUMBER:</b>	038263-0367
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon
<b>SIGNATURE:</b>	/Rhonda DeLeon/
<b>DATE SIGNED:</b>	11/20/2018

**Total Attachments: 10**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of November 20, 2018, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Credit Suisse AG, Cayman Islands Branch, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, JP INTERMEDIATE B, LLC, a Delaware limited liability company, and JP INTERMEDIATE A, LLC, a Delaware limited liability company, have entered into the Credit Agreement, dated as of November 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders party thereto, the L/C Issuers (as defined therein) party thereto and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent, Collateral Agent and L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain U.S. Security Agreement, dated as of November 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**A.** Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

a. all Patents, including the patents and patent applications set forth in Schedule A hereto (the “Patent Collateral”);

b. all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby (the “Trademark Collateral”);

c. all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyright Collateral");

d. all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

e. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

f. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

**B. Security for Obligations.** The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

**C. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

**D. Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**E. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

**F. Governing Law; Jurisdiction; Etc.**

**1. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.**

**2. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

**3. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.**

**4. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.**

**5. EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN**

**EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.**

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

THE JUICE PLUS COMPANY, LLC

By: 

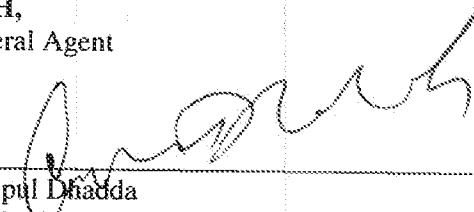
Name: H. Parker Harness, III

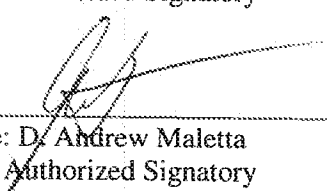
Title: Vice President & Chief Financial Officer

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 006486 FRAME: 0887**

**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH,**  
as Collateral Agent

By:   
Name: Vipul Dhadha  
Title: Authorized Signatory

By:   
Name: D. Andrew Maletta  
Title: Authorized Signatory





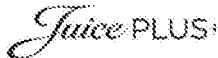



Schedule A

Patents

None.

Schedule B

Trademarks

Mark	International Classes	Application No. Filing Date	Registration No. Registration Date
BRIDGE THE GAP	5	85167309 02-NOV-2010	4696134 03-MAR-2015
INSPIRING HEALTHY LIVING AROUND THE WORLD	35	86801651 28-OCT-2015	4977926 14-JUN-2016
JUICE PLUS +	5	74460531 19-NOV-1993	1854442 20-SEP-1994
JUICE PLUS+ 	5	75229588 22-JAN-1997	2176291 28-JUL-1998
JUICE PLUS+ 	5, 29, 32	86882663 21-JAN-2016	5268808 22-AUG-2017
JUICE PLUS+ 	29, 32	86882601 21-JAN-2016	5268807 22-AUG-2017
JUICE PLUS+	5	75229696 22-JAN-1997	2158471 19-MAY-1998
JUICE PLUS+ COMPLETE	5	75809849 28-SEP-1999	2474348 31-JUL-2001
JUICE PLUS+ GARDEN BLEND 	5	78113015 06-MAR-2002	2758840 02-SEP-2003
JUICE PLUS+ ORCHARD BLEND 	5	78113042 06-MAR-2002	2761699 09-SEP-2003
JUICE PLUS+ THINS	5	75189434 29-OCT-1996	2154665 05-MAY-1998
JUICE PLUS+ VIRTUAL OFFICE 	35	86168626 17-JAN-2014	4596458 02-SEP-2014
LIVE LIFE TO THE PLUS+	5	85167333 02-NOV-2010	4529852 13-MAY-2014
THE NEXT BEST THING TO FRUITS AND VEGETABLES	5	77166090 26-APR-2007	3365129 08-JAN-2008

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
VINEYARD BLEND	5	78204135 16-JAN-2003	3298660 25-SEP-2007
VIRTUAL FRANCHISE	35	75695610 30-APR-1999	2402849 07-NOV-2000

Schedule C

Copyrights

Title	Registration No. Registration Date
Independent dealer/distributor application.	TX0002790008 1990-04-23
NSA introduces the answer to cleaner water throughout your home!	TX0002790010 1990-04-23
NSA.	PA0000461002 1990-04-23
Profit and incentive.	TX0002790009 1990-04-23
Success express / National Safety Associates, Inc. [Jul-Aug91.]	TX0003368896 1992-07-20
Warranty card : form no. 25769 (769)	TX0002790011 1990-04-23